

EXHIBIT A



Service of Process Transmittal Summary

TO: Lillian Caudle
Mercedes-Benz Usa, LLC
ONE MERCEDES-BENZ DRIVE
SANDY SPRINGS, GA 30328-4312

RE: Process Served in California

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: Yesenia Olguin Flores and Victor Manuel Lopez // To: Mercedes-Benz USA, LLC

DOCUMENT(S) SERVED: Summons, Complaint, Exhibit(s), Cover Sheet, Instructions, Demand, Certificate, Notice, Statement(s)

COURT/AGENCY: San Bernardino County Superior Court, CA
Case # CIVSB2207750

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Mercedes A Class, VIN: WDD3G4EBXKW031949

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 05/09/2022 at 12:33

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Roger Kirnos
Knight Law Group, LLP
10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
(310) 552-2250

ACTION ITEMS: CT has retained the current log, Retain Date: 05/10/2022, Expected Purge Date: 05/20/2022

Image SOP

Email Notification, Madison Coker mcoker@wwhgd.com

Email Notification, Jonathan Friedman mbwarranty@wwhgd.com

Email Notification, Sherry Rosen sherry.rosen@mbusa.com

Email Notification, Austin Ellis austin.ellis@mbusa.com

Email Notification, Chad Peterson chad.peterson@mbusa.com

Email Notification, Denise Mitchell denise.mitchell@mbusa.com

Email Notification, Lillian Caudle lillian.caudle@mbusa.com

Email Notification, Mark Johanson mark.johanson@mbusa.com



CT Corporation
Service of Process Notification

05/09/2022

CT Log Number 541544725

Email Notification, Lance Arnott sopverification@wolterskluwer.com

REGISTERED AGENT CONTACT:

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-331-2303
CentralTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, May 9, 2022
Server Name: Jim Sands

Entity Served	MERCEDES-BENZ USA, LLC
Case Number	CIVSB220750
Jurisdiction	CA

Inserts		



COPY

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 04 2022

BY Michael Welch II
MICHAEL WELCH II, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte pueda decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
San Bernardino County Superior Court
247 W. Third St.
San Bernardino, CA 92415

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Knight Law Group, LLP
10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067
(310) 552-2250

DATE: MAY 04 2022
(Fecha)

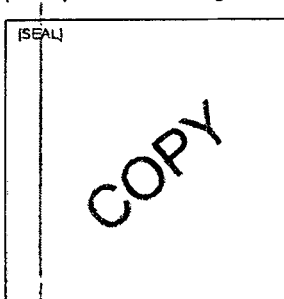
Clerk, by
(Secretario)

Michael Welch II

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company

- under:
- | | |
|---|---|
| <input type="checkbox"/> CCP 416.10 (corporation) | <input type="checkbox"/> CCP 416.60 (minor) |
| <input type="checkbox"/> CCP 416.20 (defunct corporation) | <input type="checkbox"/> CCP 416.70 (conservatee) |
| <input checked="" type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify): | |

4. ☐ by personal delivery on (date):

Page 1 of 1

COPY

KNIGHT LAW GROUP, LLP

Roger Kimos (SBN 283163)

rogerk@knightlaw.com

Maite C. Colon (SBN 322284)

maitec@knightlaw.com

10250 Constellation Blvd., Suite 2500

Los Angeles, CA 90067

Telephone: (310) 552-2250

Fax: (310) 552-7973

Attorneys for Plaintiffs,
YESENIA OLGUIN FLORES
and VICTOR MANUEL LOPEZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 14 2022

BY MICHAEL WELCH II
MICHAEL WELCH II, DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

**YESENIA OLGUIN FLORES
and VICTOR MANUEL LOPEZ,**

Plaintiffs,

vs.

**MERCEDES-BENZ USA, LLC, a Delaware
Limited Liability Company, and DOES 1
through 10, inclusive,**

Defendants.

Case No. **CIV SB 2207750**

Unlimited Jurisdiction

COMPLAINT

1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY
2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY

*Assigned for All Purposes to the
Honorable*

Department

BY FAX

1 Plaintiffs, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ, allege as
2 follows against Defendant, MERCEDES-BENZ USA, LLC, a Delaware Limited Liability
3 Company, ("MERCEDES-BENZ"); and DOES 1 through 10 inclusive, on information and belief,
4 formed after an inquiry reasonable under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiffs, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ, hereby
7 demand trial by jury in this action.

8 **GENERAL ALLEGATIONS**

9 2. Plaintiffs, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ, are individuals
10 residing in the City of Fontana, County of San Bernardino, and State of California.

11 3. Defendant MERCEDES-BENZ is and was a Delaware Limited Liability Company
12 registered to do business in the State of California with its registered office in the City of Los
13 Angeles, County of Los Angeles, and State of California.

14 4. These causes of action arise out of the warranty obligations of MERCEDES-BENZ in
15 connection with a motor vehicle for which MERCEDES-BENZ issued a written warranty.

16 5. Plaintiffs do not know the true names and capacities, whether corporate, partnership,
17 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,
18 under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1
19 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions
20 set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this
21 Complaint to set forth the true names and capacities of the fictitiously named Defendant, together
22 with appropriate charging allegations, when ascertained.

23 6. All acts of corporate employees as alleged were authorized or ratified by an officer,
24 director, or managing agent of the corporate employer.

25 7. The warranty contract is attached and incorporated by its reference as Exhibit 1.

26 8. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

27 ///

28 ///

1 9. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code
2 sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family
3 or household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

4 10. Plaintiffs are a "buyer" of consumer goods under the Act.

5 11. Defendant MERCEDES-BENZ is a "manufacturer" and/or "distributor" under the Act.

6 12. Plaintiffs hereby demand trial by jury in this action.

7 **FIRST CAUSE OF ACTION**

8 **Violation of the Song-Beverly Act – Breach of Express Warranty**

9 13. Plaintiffs incorporates herein by reference each and every allegation contained in the
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 14. On May 10, 2020, Plaintiffs entered into a warranty contract with MERCEDES-BENZ
12 regarding a 2019 Mercedes A Class, VIN: WDD3G4EBXKW031949, ("the Subject Vehicle").
13 The terms of the express warranty are described in full in Exhibit 1.

14 15. Defects and nonconformities to warranty manifested themselves within the applicable
15 express warranty period, including but not limited to structural.

16 16. The nonconformities substantially impair the use, value and/or safety of the Subject
17 Vehicle.

18 17. Plaintiffs delivered the Subject Vehicle to an authorized MERCEDES-BENZ repair
19 facility for repair of the nonconformities.

20 18. Defendant was unable to conform the Subject Vehicle to the applicable express warranty
21 after a reasonable number of repair attempts.

22 19. Under the Song-Beverly Act, Defendant had an affirmative duty to promptly offer to
23 repurchase or replace the Subject Vehicle at the time if failed to conform the Subject Vehicle to
24 the terms of the express warranty after a reasonable number of repair attempts.

25 20. Defendant MERCEDES-BENZ has failed to either promptly replace the Subject Vehicle
26 or to promptly make restitution in accordance with the Song-Beverly Act.

27 21. By failure of Defendant to conform the Subject Vehicle to the express warranty, or to
28 promptly issue restitution pursuant to the Song Beverly Act, Defendant is in violation of the Song

1 Beverly Act.

2 22. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the vehicle
3 less that amount directly attributable to use by the Plaintiffs prior to the first presentation to an
4 authorized repair facility for a nonconformity.

5 23. Plaintiffs are entitled to all incidental, consequential, and general damages resulting from
6 Defendant's failure to comply with its obligations under the Song-Beverly Act.

7 24. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment a sum
8 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred
9 in connection with the commencement and prosecution of this action.

10 25. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two
11 times the amount of actual damages for MERCEDES-BENZ's willful failure to comply with its
12 responsibilities under the Act.

13 **SECOND CAUSE OF ACTION**

14 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

15 26. Plaintiffs incorporate herein by reference each and every allegation contained in the
16 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

17 27. MERCEDES-BENZ and its authorized dealership at which Plaintiffs purchased the
18 Subject Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the
19 Subject Vehicle. The sale of the Subject Vehicle was accompanied by an implied warranty of
20 fitness.

21 28. The sale of the Subject Vehicle was accompanied by an implied warranty that the Subject
22 Vehicle was merchantable pursuant to Civil Code section 1792.

23 29. The Subject Vehicle was delivered to Plaintiffs with latent defects, including, but not
24 limited to, structural.

25 30. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used.

26 31. The Subject Vehicle did not measure up to the promises or facts stated on the container or
27 label.

28 32. The Subject Vehicle was not of the same quality as those generally acceptable in the trade.

1 33. Plaintiffs justifiably revoked acceptance of the Subject Vehicle under Civil Code, section
2 1794, *et seq.* prior to the filing of this Complaint during a contact to MERCEDES-BENZ's
3 customer service.

4 34. Plaintiffs hereby revoke acceptance of the Subject Vehicle.

5 35. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section
6 1794, *et seq.*

7 36. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, *et*
8 *seq.* and Commercial Code, section 2711.

9 37. Plaintiffs are entitled to recover any "cover" damages under Commercial Code, sections
10 2711, 2712, and Civil Code, section 1794, *et seq.*

11 38. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794
12 *et seq.* and Commercial Code, sections 2711, 2712, and 2713 *et seq.*

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray for judgment against Defendant, as follows:

- 16 1. For general, special and actual damages according to proof at trial;
17 2. For rescission of the purchase contract and restitution of all monies expended;
18 3. For diminution in value;
19 4. For incidental and consequential damages according to proof at trial;
20 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
21 6. For prejudgment interest at the legal rate;
22 7. For revocation of acceptance of the Subject Vehicle;
23 8. For reasonable attorney's fees and costs of suit; and

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1 9. For such other and further relief as the Court deems just and proper under the
2 circumstances.
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4 Dated: 4/14/2022

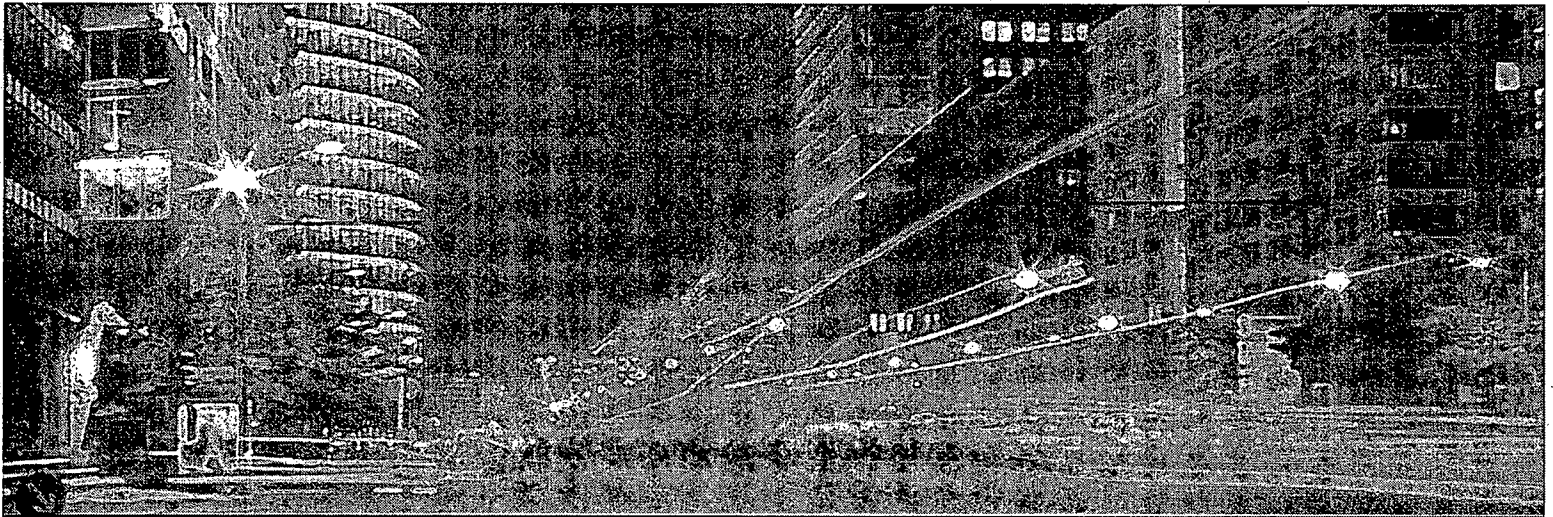
KNIGHT LAW GROUP, LLP

5
6
7  

8 ROGER KIRNOS (SBN 283163)
9 MAITE C. COLON (SBN 322284)
10 Attorneys for Plaintiffs,
11 YESENIA OLGUIN FLORES
12 and VICTOR MANUEL LOPEZ
13

14 Plaintiffs, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ, hereby
15 demands trial by jury in this action.
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EXHIBIT 1



Service and Warranty Information 2019

Mercedes-Benz



QUICK REFERENCE TO WARRANTY COVERAGE

(Complete warranty coverage starts on (► Page 11))

BASIC WARRANTY	4 Years/50,000 Miles
PLUG-IN HYBRID ELECTRIC HIGH VOLTAGE BATTERY LIMITED WARRANTY	6 Years/62,000 Miles *
EMISSION PERFORMANCE/CONTROL (Federal)	2 Years/24,000 Miles
EMISSION PERFORMANCE/CONTROL (Federal)	8 Years/80,000 Miles *
EMISSION PERFORMANCE (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA)	3 Years/50,000 Miles
EMISSION CONTROL (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA)	7 Years/70,000 Miles *
EMISSION PERFORMANCE Plug-in Hybrid Electric, (DE, OR, PA and WA)	3 Years/50,000 Miles
EMISSION CONTROL Plug-in Hybrid Electric, (DE, OR, PA and WA)	7 Years/70,000 Miles *
EMISSION PERFORMANCE/CONTROL Plug-in Hybrid Electric, (CA, CT, MA, MD, ME, NJ, NY, RI and VT)	15 Years/150,000 Miles *
EMISSION PERFORMANCE/CONTROL High Voltage Battery - Plug-in Hybrid Electric models (CA, CT, MA, MD, ME, NJ, NY, RI and VT)	10 Years/150,000 Miles

Years in Service

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

* Limited Coverage - please refer to text

Dear Mercedes-Benz Owner:

As an authorized Mercedes-Benz Dealership, we are dedicated to providing you with unparalleled Commitment to Excellence in Sales and Service.

We will always do everything possible to live up to this commitment.

Authorized Mercedes-Benz Dealership's Signature and Stamp

Name

Service Department Hours

Address

Telephone

Fax

E-mail

City

State

ZIP Code

Parts Department Hours

Sales Department Hours

Telephone

Fax

E-mail

Telephone

Fax

E-mail

Additional Customer Assistance/Services

Model

Serial Number

VIN

Owner

Address

City State ZIP Code

European Delivery ☐ Domestic Delivery ☐

Delivery/Warranty: Month/Day/Year

Selling authorized Mercedes-Benz Dealership Code

LIMITED WARRANTY TERMS: The first to occur of 4 Years or 50,000 miles from date of delivery or when put into service. (See details starting on (▷ Page 11) of this booklet.)

Owner's Signature

NEW VEHICLE
PRE-DELIVERY
INSPECTION
PERFORMED

Month

Day

Year

Service Manager's Signature

Delivery and Owner Instructions

Owner instructed in operation of vehicle per Mercedes-Benz
New Vehicle Delivery Program ☐

Service and Warranty Information Booklet, Operator Manuals and
Maintenance Booklet reviewed with owner ☐

Owner introduced to Service Department Staff ☐

Owner instructed on: Maintenance Schedule ☐

Tire Rotation ☐

mbrace ☐

Roadside Assistance ☐

Plug-in Hybrid Electric Vehicles: Vehicle Homepage ☐

Charging procedures, times,
options ☐

Mercedes-Benz Sales Representative's Signature

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To the Owner

General. The subsequent pages of this Service and Warranty Information booklet describe some service requirements and the warranties you receive as a Mercedes-Benz owner.

Your vehicle is covered under the terms of these warranties and your authorized Mercedes-Benz Dealership will exchange or repair any defective parts in accordance with the terms of such warranties within stated limits.

Please keep this booklet together with the Operator's Manual, Maintenance Booklet and other documents concerning your vehicle so that future owners will have access to this literature if you should sell the vehicle.

See (► Page 100) for a list of models covered in this edition.

Replacement Parts for Your Mercedes-Benz. Genuine Mercedes-Benz parts, exchange units and factory approved accessories are the recommended replacement parts for your Mercedes-Benz vehicle and are available through your authorized Mercedes-Benz Dealership.

These parts meet the same exacting quality control standards as the original equipment on your vehicle and comply with all applicable Federal and State safety regulations. Mercedes-Benz does not warrant non-Mercedes-Benz parts, units and accessories and their use may affect warranty coverage for certain repairs relating to such parts, units and accessories.

Consult your authorized Mercedes-Benz Dealership for warranty and other details. Also ask your Dealership about exchange parts under the Mercedes-Benz Exchange Program. These parts cost less than new parts but carry the same warranty terms.

As a MERCEDES-BENZ OWNER you deserve service unparalleled in the industry.

To meet your service needs, your authorized Mercedes-Benz Dealership employs factory trained staff using the latest diagnostic and service techniques. Whether it is a small adjustment or major service, your authorized Mercedes-Benz Dealership will work to accommodate you quickly and efficiently.

Finally, should you ever experience an emergency repair situation, our 24-Hour Roadside Assistance Program is only a toll free call away. (1-800-FOR-MERCEdes)

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THANK YOU . . . for the confidence you have placed in us.

We will always do everything possible

to continue to earn your trust and goodwill.

Business Card
of
Mercedes-Benz Sales Representative
(Insert here)

Business Card
of
Service Manager
(Insert here)

New Vehicle Limited Warranty

Items Which Are Covered:

DEFECTS: Mercedes-Benz USA, LLC (MBUSA) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz Dealership will make any repairs or replacements necessary to correct defects in material or workmanship, but not design, arising during the warranty period.

ANY AUTHORIZED MERCEDES-BENZ DEALERSHIP: To make a warranty claim you must present your vehicle to an authorized Mercedes-Benz Dealership so a diagnosis can be performed to determine whether it is necessary to correct a defect in material or workmanship. Any authorized Mercedes-Benz Dealership of the owner's choice will perform

warranty repairs or replacements. The vehicle should be delivered to an authorized Mercedes-Benz Dealership during normal service hours. A reasonable time should be allowed after taking the vehicle to an authorized Mercedes-Benz Dealership for performance of the repair.

Occasionally, delays in repairs occur due to back-ordered parts and other circumstances outside MBUSA's control. Delays occurring for such circumstances will not be considered an unreasonable performance of the repairs.

WARRANTY STARTS: The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put in service as an authorized Mercedes-Benz Dealership demonstrator or MBUSA or Mercedes-Benz U.S. International, Inc. (MBUSI) or Mercedes-Benz Research & Development North America, Inc. (MBRDNA) company vehicle but no later than 18 months from the vehicle production date. Warranty coverage will be adjusted to reflect the actual warranty period start date.

WARRANTY PERIOD: This warranty is for 48 months or 50,000 miles, whichever occurs first.

Not all components or adjustments carry a 48 month or 50,000 mile warranty. Warranty coverage for specific components or adjustments is based on the vehicle's time in service or mileage and should always be verified with your authorized Mercedes-Benz Dealership prior to any repairs. Examples include, but are not limited to:

- Wheel alignment and balancing
- Brake pads
- Brake discs
- Glass
- Wiper blades and inserts
- Remote control key batteries

See (► Page 16) for items not covered by this warranty.

TIRES: The tires supplied on your vehicle are covered against defects in material or workmanship for the period of 12 months and/or 12,000 miles from date of delivery or when the vehicle was put in service. Should the tire become unserviceable for either of the above reasons, the tire will be replaced free of charge, including mounting and balancing, provided 1.6 mm of tread depth remains over the entire tread surface. (▷ Page 16)

The tire manufacturer's warranty coverage may extend beyond the Mercedes-Benz coverage. See tire manufacturer's warranty booklet in the owner's literature package or consult with the tire manufacturer's dealer for specific details.

Tire rotations, if applicable to your vehicle's tire configuration, are a recommended maintenance service.

NO CHARGE: Warranty repairs will be made at no charge for parts and labor.

WARRANTY AVAILABILITY: This warranty is only available at authorized Mercedes-Benz Dealerships within the United States and Puerto Rico. This warranty is not applicable for vehicles exported from the United States or its territories. The only exception is for vehicles taken to Canada or Mexico on a temporary basis, such as for vacation purposes, where warranty service may be requested from an authorized Mercedes-Benz Dealership.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EXCEPT FOR THE EMISSION SYSTEMS WARRANTIES, THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF A MERCEDES-BENZ VEHICLE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE FIRST TO OCCUR OF 48 MONTHS OR 50,000 MILES FROM THE DATE OF RETAIL DELIVERY OR INITIAL OPERATION AS AN AUTHORIZED MERCEDES-BENZ DEALERSHIP DEMONSTRATOR OR MERCEDES-BENZ USA, LLC OR MERCEDES-BENZ U.S. INTERNATIONAL, INC. OR MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. COMPANY VEHICLE, WHICHEVER EVENT SHALL FIRST OCCUR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE AUTHORIZED MERCEDES-BENZ DEALERSHIP NEITHER ASSUME NOR AUTHORIZE ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above limitation may not apply to you.

CALIFORNIA SUPPLEMENT

EXCEPT FOR THE EMISSIONS SYSTEMS WARRANTIES, THIS IS THE ONLY EXPRESS WARRANTY PROVIDED IN CONNECTION WITH THE PURCHASE OF A MERCEDES-BENZ VEHICLE. THE STATE OF CALIFORNIA ALSO PROVIDES AN IMPLIED WARRANTY OF MERCHANTABILITY, AND WHERE APPLICABLE, AN IMPLIED WARRANTY OF FITNESS. THE DURATION OF THESE IMPLIED WARRANTIES, HOWEVER, SHALL BE LIMITED TO ONE (1) YEAR FROM THE DATE OF THE ORIGINAL RETAIL SALE OR PUT IN SERVICE AS AN AUTHORIZED MERCEDES-BENZ DEALERSHIP DEMONSTRATOR OR MERCEDES-BENZ USA, LLC OR MERCEDES-BENZ U.S. INTERNATIONAL, INC. OR MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. COMPANY VEHICLE. OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN THIS BOOKLET AND THE IMPLIED WARRANTY OF MERCHANTABILITY, AND WHERE APPLICABLE, THE IMPLIED WARRANTY OF FITNESS, AS LIMITED IN DURATION ABOVE, MERCEDES-BENZ USA, LLC DISCLAIMS ANY AND ALL OTHER IMPLIED WARRANTIES. NEITHER DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC., NOR ANY MERCEDES-BENZ AUTHORIZED SALES OR SERVICE DEALERSHIP CAN ASSUME OR AUTHORIZE ANY PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH A MERCEDES-BENZ VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS DAMAGE OR INJURY TO PERSONS OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED, OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

Items Which Are Not Covered:

TIRE AND RIM DAMAGE: Damage to the tires such as punctures, cuts, snags, bruises, impact damage and breaks resulting from pothole impact, curb impact, or from other objects/road hazards is not covered. Damage from incorrect inflation, excessive axle load, high speed spinning (when stuck in ice, mud or snow), tire chains, racing or competitive driving events, use on a closed-circuit race track, off-road trails and tracks, incorrect mounting or demounting, improper puncture repair, misuse, negligence, alteration and misapplication is not covered. Rapid or irregular tire tread wear due to lack of tire rotation according to the recommended intervals specified in your vehicle's maintenance booklet or incorrect wheel alignment or tire balance is not covered. Tire tread wear is also not covered.

Damage to the rims resulting from pothole impact, curb impact, or from other objects/road hazards is not covered.

WHEEL ALIGNMENT: Adjustments for road crown (a side-to-side arch for drainage) are not covered.

BRAKE PADS AND DISCS: Replacement due to normal wear or as part of regular maintenance is not covered. Driving usage and habits can impact brake wear.

WIPER BLADES AND INSERTS: Damaged or worn wiper blades and wiper blade inserts are not covered.

DAMAGE DUE TO LACK OF MAINTENANCE: Lack of proper maintenance as described in the Maintenance Booklet. Use of service parts or fluids, such as paper oil filters or improper engine oil, which are non-approved by MBUSA, will cause engine damage not covered by the warranty. Changing the engine oil within the intervals set forth in the Maintenance

Booklet is critical for engine performance and preservation. Failure to change the engine oil within the intervals set forth in the Maintenance Booklet can cause severe engine damage and is considered lack of proper maintenance.

DAMAGE DUE TO ACCIDENTS, MISUSE OR NEGLIGENCE: Accidents or damage from objects striking the vehicle. Misuse of the vehicle such as driving into or over potholes, curbs, or other objects/road hazards; overloading, driving through high standing water or flooded areas, improper operation, storage or transport (Proper use is described in the Operator's Manual).

NORMAL MAINTENANCE IS OWNER'S RESPONSIBILITY: Cleaning and polishing, checking, adding and, when necessary, changing fluids and filters, replacing worn wiper blades, wiper rubber inserts, brake pads

and discs, and clutch discs and pressure plates are some of the normal maintenance services required and are not covered by this warranty. See Maintenance Booklet for details.

Damage caused by the use of improper filters (including oil filters), engine oils, fluids, cleaners, polishes, or waxes is not covered.

DAMAGE DUE TO ALTERATIONS: Alterations by changing or adding to the vehicle can adversely affect its performance, reliability and longevity and are not covered by this warranty.

DAMAGE CAUSED BY REPAIR PARTS AND MISFUELING: MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a

diesel engine, strongly warns against the introduction of biodiesel blends greater than B5. Malfunctions caused by the use of other than Genuine Mercedes-Benz parts and accessories and damages or malfunctions resulting from incorrect fuel usage, poor fuel quality (including biodiesel blends not meeting ASTM D6751 or EN590 quality standards) or from blending additional fuel additives other than those expressly approved for use in exceptional circumstances (see vehicle operator's manual) by MBUSA are not covered.

DAMAGE CAUSED BY IMPROPER BODY REPAIRS: Damage or malfunctions caused by body repairs not performed in accordance with Mercedes-Benz specified repair procedures or otherwise improperly performed are not covered by this warranty.

ALTERED ODOMETER: No warranty coverage shall apply to any vehicle on which the odometer has been altered and/or the actual mileage cannot be determined.

DAMAGE FROM THE ENVIRONMENT: Parts made from cloth or leather (upholstery, convertible tops, trim items), wood, paint or chrome which have been affected by airborne fallout, such as chemical and tree sap, or by road salt, hail, driving through high water, flooded areas and extreme storm conditions, windstorm or other environmental factors are not covered by this warranty.

DAMAGE TO GLASS: Glass breakage or scratches are not covered unless positive physical proof of a manufacturing defect can be established.

EXTRA EXPENSES: This warranty does not cover payment for loss of use of the vehicle during warranty repairs nor lodging bills, substitute transportation rentals, or other travel costs, telephone calls, loss of pay, or other economic loss or consequential damages.

CHANGES IN DESIGN: Improvements and changes in design or additions to Mercedes-Benz vehicles occur regularly and in the normal course of product development. The manufacturer has reserved the right to make any changes in design or to make additions to, or upon, its products without incurring any obligations to install the same equipment on motor vehicles previously built.

RACING OR COMPETITIVE EVENTS: This warranty does not cover the costs of repairing damage or conditions caused by racing or from use on closed-circuit race tracks, nor does it cover the repair of any defects that are found as the result of participating in a racing event.

DAMAGE TO INTERIOR SURFACES: Damage to finished interior surfaces such as upholstery, wood, leather, suede, plastic, chrome, glass, rug, and paint caused by external influence, misuse, or negligence is not covered. Some examples include, but are not limited to, spills, chafe marks, scratches, and impressions from heavy objects or clamping force (such as a strap or mounting device). Damage from the use of third party accessories such as steering wheel locks or vent-mounted air fresheners is also not covered.

General

Our intention is to make any repairs or replacements necessary to correct defects in material or workmanship, but not design, arising during the warranty period without charge to you. All we ask is that you properly maintain and care for the vehicle and that you have warranty repairs performed by an authorized Mercedes-Benz Dealership. This warranty does not mean that your vehicle is free from defects.

Please note the difference between “defects” and “damage” as used in the warranty. Defects are covered since we, the distributor, are responsible. Conversely, we have no control over damage caused by things including, but not limited to, collision, misuse, and lack of or improper maintenance. Therefore, damage for whatever reason is not covered by the warranty. Do not assume that an issue you may experience with your vehicle is due to a defect. Parts can fail for many different reasons not attributable to a defect. In addition, vehicle symptoms you may hear, feel

or see can be due to many different things unrelated to a defect. MBUSA is committed to customer satisfaction, which is why it is important for you to take your vehicle to an authorized Mercedes-Benz Dealership where trained professionals can make the appropriate diagnosis and, if necessary, repair.

It is the owner's responsibility to maintain the vehicle according to the Maintenance Schedule provided. All maintenance services must be accomplished to keep your warranty coverage valid. When requesting service or repair work under warranty, the owner must present to the authorized Mercedes-Benz Dealership evidence that the periodic servicing requirements have been accomplished. Receipts covering completion of required servicing should be retained in the event a question arises concerning maintenance.

These receipts should be transferred to each subsequent owner of the vehicle. For your convenience, the Maintenance Booklet has been designed to incorporate the signature of your authorized Mercedes-Benz Dealership upon completion of the required maintenance services.

This signature is evidence of completion of the maintenance services and should be kept together with other receipts, repair orders and invoices.

If the owner has a warranty claim and can show through receipted invoices that the vehicle has received the required servicing, the authorized Mercedes-Benz Dealership will perform the warranty work without charging for parts and labor. It is the responsibility of the owner to prove and the authorized Mercedes-Benz Dealership to judge whether the required maintenance service has been performed.

MBUSA's obligation under this warranty is limited to the authorization to exchange or repair at its option such parts which are acknowledged by it to be defective. In case of defective assemblies, factory rebuilt units can be used in exchange instead of their repair. The replaced defective parts or assemblies shall become the property of MBUSA. Warranty repairs do not constitute an extension of the original warranty period for the vehicle or a part thereof.

Insurance Write-Off; or Repaired or Replaced Parts. Any vehicle which has been damaged to such an extent that the owner, insurer, financing institution or leasing company determined the vehicle to be a "total loss", "write off" or equivalent, is not covered by this warranty. This includes but is not limited to vehicles issued a "salvage", "scrap", "dismantled" or similar title under any state's law.

Any parts repaired or replaced under an insurance claim or required as a result of events which are not covered under this warranty (see "Items Which Are Not Covered", (> Page 16)), for example, damages due to accidents, misuse, or negligence, and in either case, any subsequent consequential damage to the vehicle are not covered by this warranty.

Paint and Other Appearance Items. Defects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or by the authorized Mercedes-Benz Dealership during new vehicle inspection. We suggest that if you find any paint or appearance problems that you advise your authorized Mercedes-Benz Dealership as soon as possible since deterioration due to use and exposure is not covered by the warranty.

The instructions in your Operator's Manual regarding the care of paint, upholstery, trim items and convertible tops, as applicable, must be followed explicitly to maintain your warranty coverage.

Body Repair Information. Due to the materials and assembly procedures used in the production of Mercedes-Benz vehicles, it is strongly recommended that any paint work/body repairs be performed using Genuine Mercedes-Benz parts by repair facilities which have been certified by MBUSA as having the tools, equipment and training necessary to perform such repairs. MBUSA has certified a network of body repair facilities which are qualified to perform both cosmetic and structural repairs to your vehicle.

While the vehicle owner may elect to have repairs (collision damage/ paint repair work) performed by any automobile body repair establishment or individual, damage or malfunction caused by body repairs not performed in accordance with Mercedes-Benz specified repair procedures are not covered by the Mercedes-Benz New Vehicle Limited Warranty.

Should your vehicle need paint work/ body repair or if you have any questions please contact your authorized Mercedes-Benz Dealership or call 1-800-FOR-MERCEdes.

Customer Repair Orders. MBUSA does not maintain copies of Repair Orders on warranty repairs performed. Your servicing authorized Mercedes-Benz Dealership will give you a copy of the Repair Order on all warranty repairs performed. Please keep this copy with your vehicle records.

Plug-in Hybrid Electric High Voltage Battery Limited Warranty

General

This Plug-in Hybrid Electric High Voltage Battery Limited Warranty ("Battery Coverage") supplements the warranty coverage for the high voltage battery under the New Vehicle Limited Warranty ("Vehicle's Warranty"). This Battery Coverage is separate from and in addition to the express conditions and warranties set forth in the Vehicle's Warranty and in no way alters or extends that coverage.

Items Which Are Covered:

BATTERY COVERAGE: Mercedes-Benz USA, LLC ("MBUSA") warrants the high voltage battery in your vehicle to the original and each subsequent owner for any repairs or replacements necessary to correct defects in material or workmanship, but not design, relating to the battery which may arise after the expiration of the Vehicle's Warranty.

DAMAGE: Please note the difference between "defects" and "damage." Defects are covered since we, the distributor, are responsible. Conversely, we have no control over damage caused by things including, but not limited to, collision, misuse, and lack of or improper maintenance. Therefore, damage to the high voltage battery for whatever reason is not covered by the warranty. Do not assume that an issue you may experience with the high voltage battery is due to a defect. Parts can fail for

many different reasons not attributable to a defect. MBUSA is committed to customer satisfaction, which is why it is important for you to take your vehicle to an authorized Mercedes-Benz Dealership where trained professionals can make the appropriate diagnosis and, if necessary, repair.

OWNER'S RESPONSIBILITY: It is the owner's responsibility to maintain the vehicle according to the Maintenance Schedule provided. All maintenance services must be accomplished to keep your Battery Coverage valid.

BATTERY COVERAGE PERIOD: The Battery Coverage begins on the same date as the Vehicle's Warranty (▷ Page 12). The length of this Battery Coverage is up to 6 years or 62,000 miles, whichever occurs first.

AVAILABILITY OF BATTERY COVERAGE: This Battery Coverage has the same geographic restrictions as the Vehicle's Warranty, including restrictions against the applicability of the Battery Coverage outside of the United States and Puerto Rico (▷ Page 13).

New vehicles which are first sold by an authorized Mercedes-Benz Dealership in certain states are eligible for additional coverage required by state law (▷ Page 82), provided that the vehicle and the high voltage battery have been properly maintained and serviced, and not subject to any of the categories in the Items Which Are Not Covered referenced below.

Items Which Are Not Covered:

EXCLUSIONS FROM BATTERY COVERAGE: In addition to the Items Which Are Not Covered under the Vehicle's Warranty (> Page 16), the Battery Coverage does not cover damage or failures to the battery or its components resulting from or caused by:

- Physically damaging or intentionally attempting to reduce the life of the high voltage battery
- Exposing the high voltage battery to a direct flame
- Immersing any portion of the high voltage battery in water or fluids
- Opening the high voltage battery enclosure or having it serviced by someone other than an authorized Mercedes-Benz Dealership
- Neglecting to follow correct charging procedures as recommended in the Operator's Manual
- Using incompatible charging devices
- Failing to repair an existing problem, or otherwise properly maintain the battery

EXCLUSIONS FOR GRADUAL CAPACITY LOSS: The vehicle's battery, like all batteries, will experience gradual capacity loss with time and use. Loss of capacity due to or resulting from gradual capacity loss is not covered beyond the terms and limits of this Battery Coverage. See the Operator's Manual for recommendations on how to maximize the life and capacity of the vehicle's high voltage battery.

OTHER EXCLUSIONS: In addition to the exclusions set forth above, this Battery Coverage does not cover the costs of repairing damage or conditions caused by:

- Accident, collision, or any object striking the vehicle
- Towing of the vehicle (Flatbed recommended)
- Abuse or negligence
- Failure to operate the vehicle in accordance with the Operator's Manual

- Misuse - such as towing, driving over curbs, overloading, using the vehicle as a power source, or for any other purpose for which the vehicle is not designed
- Use of replacement parts other than Genuine Mercedes-Benz parts
- Use of used parts, even if supplied by an authorized Mercedes-Benz Dealership
- Improper repair or maintenance
- Fire, explosion, earthquake, windstorm, lightning, hail, flood
- Normal wear and tear
- Failure to repair an existing problem or otherwise properly maintain the vehicle

NO COVERAGE FOR INSURANCE WRITE-OFF; OR REPAIRED OR REPLACED PARTS: Like the Vehicle's Warranty coverage, this Battery Coverage provides no coverage of any kind if the owner, insurer, financing institution or leasing company determined the vehicle to be a "total loss," "write off," or equivalent, or for any parts repaired or replaced under an insurance claim, which are not required under the Vehicle's Warranty or Battery Coverage (▷ Page 22).

Warranty Service

ANY AUTHORIZED MERCEDES-BENZ DEALERSHIP: To make a warranty claim under this Battery Coverage you must present your vehicle to an authorized Mercedes-Benz Dealership so a diagnosis can be performed to determine whether it is necessary to correct a defect in material or workmanship. Any authorized Mercedes-Benz Dealership of the owner's choice will perform warranty repairs or replacements. The location of the nearest authorized Mercedes-Benz Dealership may be obtained by visiting www.mbusa.com or calling 1-800-FOR-MERCEdes. In the event a warranty or service matter is not handled to your satisfaction, see (▷ Page 96) for suggested steps.

Your satisfaction is our primary concern; and MBUSA will do everything it can to assist your authorized Mercedes-Benz Dealership in resolving your warranty problem or provide you with an explanation of MBUSA's position.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS

LIMITATION OF DAMAGES: This Battery Coverage does not cover incidental or consequential damages such as damage or injury to person or property or any loss of revenue which might be paid, incurred or sustained by reason of the failure of the battery covered by this warranty.

ANY IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long any implied warranties last, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Daimler AG, Mercedes-Benz USA, LLC, Mercedes-Benz U.S. International, Inc., Mercedes-Benz Research & Development North America, Inc., and authorized Mercedes-Benz Dealerships do not authorize anyone to create for them any other warranty or any other liability in connection with your vehicle.

Emission Control System Maintenance

General

The law requires your vehicle to conform to exhaust emission standards. To provide the best vehicle performance and lowest vehicle emissions, you are responsible to ensure that all recommended maintenance procedures detailed in the Maintenance Booklet are performed at the specified times and mileages. The emission control warranty does not cover failures due solely to owner abuse or lack of proper maintenance.

More frequent maintenance may be needed for vehicles under severe operating conditions such as dusty areas, very short trip driving or trailer towing.

While maintenance service can be performed by any qualified service outlet, we recommend that all maintenance services be performed by your authorized Mercedes-Benz Dealership which is equipped with the tools, instruments, and literature necessary for correct and systematic performance of these services. Although warranty obligations are not dependent upon the use of any particular brand of replacement parts and you may elect to use non-Genuine Mercedes-Benz parts for replacement purposes, we recommend the use of Genuine Mercedes-Benz parts for service and repairs, since they have been made according to the manufacturer's specifications.

It is also important to use only fuels and lubricants meeting factory specifications, since the emission systems warranty does not cover repair or replacement of parts necessitated by failure of such items.

For detailed information concerning emission control system maintenance, please refer to your Maintenance Booklet. If you should desire further information concerning maintenance specifications or emission control system maintenance jobs, we recommend obtaining maintenance related literature. Such literature is available from either your authorized Mercedes-Benz Dealership or directly from MBUSA.

Emission Systems Warranty (Federal)

General

In accordance with the requirements of the Federal Clean Air Act as amended, MBUSA warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that:

(1) the vehicle was designed, built and equipped so as to conform, at the time of sale to the original owner, with the then applicable regulations issued by the Federal Environmental Protection Agency under authority of the Federal Clean Air Act as amended; and

(2) the vehicle is free from defects in materials and workmanship at the time of sale which would cause it not to conform with those regulations within a period of two years or 24,000 miles from the date of initial operation of the vehicle, whichever occurs first; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the lists shown on (► Pages 42 and 83) which would cause them not to conform with those requirements for a period of 8 years or 80,000 miles, whichever occurs first.

This Warranty Does Not Apply To:

1. The repair or replacement of warranted emission maintenance parts after, and including, their first replacement interval.
2. Any vehicle on which the odometer mileage has been altered and/or the vehicle's actual mileage cannot be readily determined.
3. Loss of time, inconvenience, loss of the use of the vehicle or similar incidental or consequential damages.

This warranty will be performed by any authorized Mercedes-Benz Dealership of the owner's choice - repairing, replacing or adjusting at the authorized Mercedes-Benz Dealership's discretion, upon delivery of the vehicle to the authorized Mercedes-Benz Dealership's place of business without charge for parts and labor (including diagnosis), using Genuine Mercedes-Benz parts to assure compliance with applicable regulations. Parts replaced under this warranty become the property of the warrantor.

This warranty is available only for a vehicle purchased in the United States or its territories, including but not limited to Puerto Rico. This warranty is not applicable for vehicles exported from the United States or its territories, including Puerto Rico.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new Mercedes-Benz vehicles in effect at the time in such countries.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY AND THE EMISSIONS PERFORMANCE WARRANTY ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE SELLING AUTHORIZED MERCEDES-BENZ DEALERSHIP NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

See (▷ Pages 42 and 83) for components covered by this warranty.

Emission Performance Warranty (Federal)

General

You may present a claim under this warranty immediately after your vehicle has failed an EPA approved emission short test if, as a result of that failure, you are required by law to repair the vehicle to avoid the imposition of a penalty or sanction. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim. Your warranty claim may be presented to any authorized Mercedes-Benz Dealership of your choice in the USA or its territories.

The authorized Mercedes-Benz Dealership will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair or within any time period

specified by local, State or Federal Law, whichever is shorter, except when a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Dealership. You will be notified in writing by your authorized Mercedes-Benz Dealership of the reason for any denial of your claim.

Your authorized Mercedes-Benz Dealership is required by law to honor your claim if such notice of denial is not received by you within said time period.

You may obtain further information concerning the emission performance warranty or report violations of the terms of the emission performance warranty by contacting:

U.S. Environmental Protection Agency
Office of Transportation and Air Quality
Compliance Division, Light-Duty Vehicle Group
Attn: Warranty Complaints
2000 Traverwood Drive
Ann Arbor, MI 48105
Email: complianceinfo@epa.gov

NOTE: The Emission Performance Warranty is required by Federal Law, and is effective only to the extent required by that law. To the extent the underlying law is suspended or amended, this Warranty is automatically altered in the same manner, without further notice.

MBUSA warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle that:

- a. if the vehicle is maintained and operated in accordance with the written instructions for required maintenance and use, and
- b. if the vehicle fails to conform at any time during 8 years or 80,000 miles, whichever occurs first, to the applicable emission standards as ascertained by an EPA-approved emission short test, and
- c. if such non-conformity results or will result in the vehicle owner having to bear any penalty or other sanction (including the denial of the right to use the vehicle) under local, State or Federal law, then any authorized Mercedes-Benz Dealership during the first 24 months or 24,000 miles will make any repairs or replacements necessary to specified systems/components to correct the non-conformity or so that the vehicle will pass the smog check test at no charge for parts and labor (including diagnosis).

For the remainder of the 8 years or 80,000 miles the authorized Mercedes-Benz Dealership will correct only those deficiencies directly related to the specified components in the attached list which have been installed in or on the vehicle for the sole or primary purpose of reducing vehicle emissions and that were not in general use prior to Model Year 1968.

Parts replaced under this warranty become the property of the warrantor. The warranty period starts on the date the vehicle is delivered to the first retail purchaser or put into service as an authorized Mercedes-Benz Dealership demonstrator or MBUSI, MBUSA or MBRDNA company vehicle.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems.

If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

MBUSA may deny an emission performance warranty claim if the failure of a part is the result of:

- a. non-compliance with the written instructions for required maintenance and use. These written instructions, including time and mileage intervals at which maintenance is to be performed may be found in the Maintenance Booklet and Operator's Manual provided with your vehicle. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of the warranted part in question. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

- b. vehicle abuse or maintenance performed in such a manner that an emission component was improperly installed or adjusted substantially outside the manufacturer's specifications or which resulted in removing or rendering inoperative any component affecting the vehicle's emissions.
- c. using non-EPA certified replacement parts in the maintenance or repair of the vehicle which ultimately proved to be defective in material or workmanship or not equivalent from an emission standpoint to the original equipment part and the owner is unable to prove otherwise.

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a diesel engine, strongly warns against the introduction of biodiesel blends greater than B5 and/or not meeting ASTM D6751

or EN590 quality standards. MBUSA may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines
non-premium low octane gasoline with an anti-knock index of below 91 or ethanol blends greater than E10 for non flex-fuel vehicles,

or

- Diesel engines
diesel fuel other than S15 ULTRA-LOW SULFUR HIGHWAY DIESEL FUEL (15 ppm SULFUR MAXIMUM) and diesel fuel containing biodiesel in blends greater than B5.

This Warranty Does Not Cover:

- a. Malfunctions in any part caused by any of the following: misuse, improper adjustments, modification, alteration, tampering, disconnection, improper or inadequate maintenance, or use of leaded gasoline for catalyst equipped vehicles.
- b. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.
- c. The repair or replacement of warranted emission maintenance parts after, and including, their first replacement interval.
- d. Loss of time, inconvenience, loss of use of the vehicle, or other incidental or consequential damages.
- e. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

This warranty is available only for a vehicle purchased in the United States or its territories, including but not limited to Puerto Rico. This warranty is not applicable for vehicles exported from the United States or its territories, including Puerto Rico.

In all other countries, defective parts will be repaired or replaced free of charge only in accordance with the terms and limitations of the warranty for new Mercedes-Benz vehicles in effect at the time in such countries.

EXCEPT FOR THE EMISSION CONTROL WARRANTY, THIS WARRANTY AND THE LIMITED WARRANTY FOR NEW MERCEDES-BENZ VEHICLES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATION, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ USA, LLC, MERCEDES-BENZ U.S. INTERNATIONAL, INC, MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE SELLING AUTHORIZED MERCEDES-BENZ DEALERSHIP NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

The lists shown on (▷ Pages 42 and 83) set forth the emission related components which may be covered by the emissions performance warranty.

Warranted Emission Related Components

Gasoline or Flexible Fuel Engine

I. Air Induction System

Air Cleaner Housing
Camshaft Adjuster
Charge Air Cooler
Charge Air Checking Valve (ISG)
Charge Air Pressure and Temperature Sensor
Deceleration Air Switching Valve (Gas and ISG)
Electric Supplemental Charger (ISG)
Electric Throttle Valve
Intake Manifold / Boost Air Distribution Line

Turbocharger (with Exhaust Manifold, if applicable)
Wastegate Valve

II. Fuel Metering System

Fuel Injector
Fuel Management System
Fuel Pressure Regulator
Fuel Pressure Sensor
Fuel Pump (with Fuel Pressure Sensor, if applicable)

Fuel Rail (with Fuel Press. Regulator, Injector, Temp./High Press. Sensor, if applicable)
High Pressure Pump
Injection Valve

III. Ignition System

Ignition Coil
Spark Plug

IV. Positive Crankcase Ventilation

Crankcase Ventilation Pressure Regulator

V. Fuel Evaporative Control

EVAP Canister (with EVAP Shut-Off Valve, if applicable)
 EVAP Canister Purge Valve
 EVAP Canister Ventilation Pressure Sensor
 EVAP Shut-Off Valve
 Fill Level Sensor II (Fuel Tank)
 Fuel Fill Neck
 Fuel Filler Cap
 Fuel Tank (with Fuel Pressure Sensor, Vent Valve and/or Fill Neck, if applicable)
 Fuel Tank Leak Diagnostic Module
 Fuel Tank Pressure Sensor

VI. Secondary Air Injection System

Air Pump
 Air Switching Valve
 Air Vacuum Check Valve
 Air Valve
 Electro-Pneumatic Transducer, Frequency Valve

VII. Exhaust

Exhaust Manifold
 Three-Way-Catalyst (with Exhaust Manifold, if applicable)*

VIII. Engine Emissions Control Systems/Sensors

Camshaft Position Sensor
 Charge Air Temperature Sensor
 Central Powertrain Controller
 Central Powertrain Controller Software
 Crankshaft Position Sensor
 Electronic Stability Program Control Module
 Electronic Stability Program Control Module Software
 Engine Control Module*
 Engine Control Module Software*
 Engine Coolant Temperature Sensor
 Ethanol Sensor
 Fuel System Control Module
 Fuel System Control Module, Software

Fuel Temperature/High Pressure Sensor (Fuel Rail)

Intake Air Temperature Sensor

Knock Sensor

Manifold Air Pressure Sensor

Primary O₂ Sensor

Secondary O₂ Sensor

Thermostat, Cooling Water

Transmission Control Module

Transmission Control Module Software

Valve Actuator (Cylinder Deactivation)

Vehicle Speed Sensor

IX. On-Board Diagnostics

Instrument Cluster (Malfunction Indicator Lamp)*

X. Hybrid System

Battery Pack Control Module

Battery Pack Control Module Software

DC Converter Hardware

DC Converter Software

Electric Motor Control Module

Electric Motor Control Module Software

* These items are warranted for 8 years/80,000 miles (whichever occurs first). All other items are warranted for (a) or (b):

(a) 3 years/50,000 miles (whichever occurs first) for new vehicles which are first sold by an authorized Mercedes-Benz Dealership in CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA.

(b) 2 years/24,000 miles (whichever occurs first) for new vehicles which are first sold by an authorized Mercedes-Benz Dealership in all other states.

Please reference the previous pages for additional emission warranty coverage.

Emission Control System Warranty (7 years/70,000 miles)

CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only

Your Warranty Rights and Obligations:

MBUSA is pleased to explain the emission control system warranty on your Mercedes-Benz vehicle. In California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington, new motor vehicles must be designed, built and equipped to meet these states' stringent anti-smog standards. MBUSA must warrant the emission control system on your Mercedes-Benz vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include such parts as the fuel injection system, ignition system, catalytic converter and engine computers. Also included may be hoses, belts, connectors and other emission related assemblies.

Where a warrantable condition exists, MBUSA will repair your Mercedes-Benz vehicle at no cost to you including diagnosis, parts and labor.

Manufacturer's Warranty Coverage:

For 3 years or 50,000 miles, whichever occurs first:

1. If your Mercedes-Benz vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by MBUSA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
2. If any emission related part on your Mercedes-Benz vehicle is defective, the part will be repaired or replaced by MBUSA. This is your short-term emission control system DEFECTS WARRANTY (▷ Page 42).

For 7 years or 70,000 miles, whichever occurs first:

1. If an emission related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by MBUSA. This is your long-term emission control system DEFECTS WARRANTY (▷ Page 56).

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance Booklet. MBUSA recommends that you retain all receipts covering maintenance on your vehicle, but MBUSA cannot deny emission control system warranty solely for the lack of receipts or for your failure to ensure the performance of all required maintenance.

You are responsible for presenting your Mercedes-Benz vehicle to an authorized Mercedes-Benz Dealership as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that MBUSA may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes-Benz Drive
Sandy Springs, GA 30328
1-800-FOR-MERCEdes, or

State of California
Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990

State of Connecticut
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Delaware Department of Natural Resources
and Environmental Control
Division of Air Quality
156 South State Street
Dover, DE 19901

State of Maine
Department of Environmental Protection
17 State House Station
Augusta, ME 04333

State of Maryland
Department of the Environment Air & Radiation
Management
Administration Mobile Sources Control Program
1800 Washington Blvd.
Baltimore, MD 21230

Commonwealth of Massachusetts
Department of Environmental Protection
Division of Air Quality Control
One Winter Street, Boston, MA 02108

State of New Jersey
New Jersey Department of Environmental
Protection, 401 East State Street
Trenton, NJ 08625

State of Rhode Island
Department of Environmental Management,
235 Promenade Street
Providence, RI 02908

State of Washington
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

State of Oregon
Department of Environmental Quality
811 S.W. Sixth Avenue
Portland, OR 97204

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation,
Air Pollution Control Division
Building 3 South, 103 Main Street, Waterbury,
VT 05671-0402

Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Air Quality
Rachel Carson State Office Building
12th Floor, P.O. Box 8468
Harrisburg, PA 17105-8468

General

MBUSA warrants to the original and each subsequent owner of a 2019 Mercedes-Benz vehicle which is first sold by an authorized Mercedes-Benz Dealership in California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington that:

(1) such vehicle is free from defects in material and workmanship which would cause it to fail to conform with requirements of the California Air Resources Board (CARB) or to fail to pass a smog check test for a period of use of 3 years or 50,000 miles, whichever occurs first; and

(2) if any part which affects any regulated emission from your vehicle is defective during 3 years or 50,000 miles, whichever occurs first, the part will be repaired or replaced; and

(3) is free from defects in material and workmanship in specific emission related parts as specified in the attached list which would cause them not to conform with those requirements for a period of use of 7 years or 70,000 miles, whichever occurs first.

MBUSA further warrants that:

- a. if the vehicle is maintained and operated in accordance with the written instructions for required maintenance and use, and
- b. if a part is defective during 3 years or 50,000 miles, whichever occurs first, which causes the vehicle not to conform to the applicable CARB requirement or to fail a smog check test, or
- c. if an emission-related part covered by the 7 year or 70,000 mile, whichever occurs first, warranty term is defective during the warranty period,

then any authorized Mercedes-Benz Dealership of the owner's choice will make any adjustments, repairs or replacements (including diagnosis) necessary to correct the defect or so that the vehicle will pass the smog check test at no charge for parts, labor or diagnosis.

If your vehicle is between 3 to 8 years old and has been driven less than 80,000 miles, then your vehicle may be eligible for additional coverage under the Federal Emissions Warranty.

These warranty provisions shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a retail demonstrator or MBUSI, MBUSA or MBRDNA company vehicle prior to sale at retail, on the date the vehicle is first placed in such service.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal, California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems. If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

Repairs covered by this warranty will be performed by any authorized Mercedes-Benz Dealership at its place of business with no charge for parts or labor (including diagnosis), using Genuine Mercedes-Benz Parts, including Remanufactured Parts for any part covered by this warranty.

In the case of an emergency, when and where an authorized Mercedes-Benz Dealership is not available, repairs may be performed at any available service establishment or by the owner using any replacement part. The non-availability of a replacement part for warranty repair or a repair not completed within 30 days constitutes an emergency.

MBUSA will reimburse the owner for such repairs (including labor and diagnosis) that are covered under this warranty. Such reimbursement shall not exceed MBUSA suggested retail prices for warranted parts replaced and labor charges based on MBUSA recommended time allowances for warranty repairs at a geographically appropriate hourly labor rate. Replaced parts and paid invoices must be presented at an

authorized Mercedes-Benz Dealership as a condition of reimbursement for emergency repairs not performed at an authorized Mercedes-Benz Dealership. Parts replaced under this warranty become the property of the warrantor.

The enclosed list sets forth some of the emission related components covered by the emission control system defects warranty. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA will not deny an emissions system warranty claim solely because you have no record of maintenance; however, you are responsible for the performance of the required maintenance. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of a warranted part. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in vehicles equipped with a diesel engine, strongly warns against the introduction of biodiesel blends greater than B5 and/or not meeting ASTM D6751 or EN590 quality standards. MBUSA may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines
non-premium low octane gasoline with an anti-knock index of below 91 or ethanol blends greater than E10 for non flex-fuel vehicles,
- or
- Diesel engines
diesel fuel other than S15 ULTRA-LOW SULFUR HIGHWAY DIESEL FUEL (15 ppm SULFUR MAXIMUM) and diesel fuel containing biodiesel in blends greater than B5.

This warranty does not cover:

1. The repair or replacement of any "warranted part" otherwise eligible for warranty coverage shall be excluded from such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.
2. Malfunctions in any part caused by any of the following: improper adjustments except for those done by an authorized Mercedes-Benz Dealership during warranty service work, modification, alteration, tampering, disconnection, or use of leaded gasoline (for catalyst equipped vehicles).
3. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.
4. The repair or replacement of warranted emission maintenance parts after, and including, their first replacement interval.
5. Incidental or consequential damages such as loss of time, inconvenience, or loss of use of the vehicle.
6. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

This warranty is applicable to new vehicles which are first sold by an authorized Mercedes-Benz Dealership in the States of California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington. In all other states or countries, defective parts will be repaired or replaced in accordance with the terms and limitations of the warranty applicable to new Mercedes-Benz vehicles in effect at the time in such states or countries.

You may present a claim under the performance warranty immediately after your vehicle has failed a smog check test. You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim. After the 3 year/50,000 mile performance warranty period has passed, a smog check test failure due to a defect in a part which is warranted for 7 years/70,000 miles, is covered.

Your warranty claim may be presented to any authorized Mercedes-Benz Dealership of your choice. The authorized Mercedes-Benz Dealership will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair. Exceptions are when you, the owner, request a delay, or a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Dealership.

You will be notified in writing by your authorized Mercedes-Benz Dealership of the reasons for any denial of your claim.

Your authorized Mercedes-Benz Dealership is required by law to honor your claim if such notice of denial is not received by you within said time period.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ USA, LLC, MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE AUTHORIZED MERCEDES-BENZ DEALERSHIP NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

Defect Warranty Coverage (7 years/70,000 miles)

Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description	Models																															
	CLA 250	CLA 250 4M (or FFV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350	E 350 4M	E 450 4M	AMG E 53	AMG E 63 (or S)	E 450 4M Wagon	AMG E 63 S Wagon	E 450 Coupe	E 450 4M Coupe	AMG E53 Coupe	E 450 Cabriolet		
Air Cleaner Housing																																
Air Pump																																
Battery Pack Control Module																																
Camshaft Adjuster																																
Charge Air Check Valve																																

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

[illegible]

Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description	Models																			
	CLA 250	CLA 250 4M (or FFV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350
Charge Air Cooler	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Charge Air Temperature Sensor	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Crankshaft Position Sensor	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
DC Converter Hardware	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Electric Motor Control Module	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Electric Throttle Valve	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Electrical Supplemental Charger	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

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Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description	Models																															
	CLA 250	CLA 250 4M (or FFV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350	E 350 4M	E 450 4M	AMG E 53	AMG E 63 (or S)	E 450 4M Wagon	AMG E 63 S Wagon	E 450 Coupe	E 450 4M Coupe	AMG E53 Coupe	E 450 Cabriolet		
Engine Control Module*	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Engine Coolant Temperature Sensor			•																													
Ethanol Sensor																																
Exhaust Manifold			•						•				•			•									•		•					
Fill Level Sensor II (Fuel Tank)			•																													
Fuel Fill Neck		•	•																													
Fuel Injector	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

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Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description

Models

	CLA 250	CLA 250 4M (or FRV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350	E 350 4M	E 450 4M	AMG E 53	AMG E 63 (or S)	E 450 4M Wagon	AMG E 63 S Wagon	E 450 Coupe	E 450 4M Coupe	AMG E 53 Coupe	E 450 Cabriolet
Fuel Management System	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Fuel Pump (with Fuel Pressure Sensor, if applicable)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Fuel Rail (with Fuel Press. Regulator, Injector, Temp./High Press. Sensor, if applicable)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Fuel Tank (with Fuel Pressure Sensor, Vent Valve and/or Fill Neck, if applicable)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Fuel Tank Pressure Sensor	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
High Pressure Pump	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

[illegible]

Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description

Models

	CLA 250	CLA 250 4M (or FFV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350	E 350 4M	E 450 4M	AMG E 53	AMG E 63 (or S)	E 450 4M Wagon	AMG E 63 S Wagon	E 450 Coupe	E 450 4M Coupe	AMG E53 Coupe	E 450 Cabriolet
Injection Valve																														
Instrument Cluster (Malfunction Indicator Lamp)*	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Intake Manifold / Boost Air Distribution Line																														
Knock Sensor																														
Secondary O ₂ Sensor																														
Thermostat, Cooling Water	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Three-Way-Catalyst (with Exhaust Manifold, if applicable)*	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

Service and Warranty Information | Model Year 2019

Gasoline or Flexible Fuel Engine (CA, CT, DE, MA, MD, ME, NJ, OR, PA, RI, VT and WA Only)

Part Description

Models

	CLA 250	CLA 250 4M (or FFV)	AMG CLA 45	A 220	A 220 4M	C 300	C 300 4M	AMG C 43	AMG C 63 (or S)	C 300 Coupe	C 300 4M Coupe	AMG C 43 Coupe	AMG C 63 Coupe (or S)	C 300 Cabriolet	C 300 4M Cabriolet	AMG C 43 Cabriolet	AMG C 63 Cabriolet (or S)	E 300	E 300 4M	E 350	E 350 4M	E 450 4M	AMG E 53	AMG E 63 (or S)	E 450 4M Wagon	AMG E 63 S Wagon	E 450 Coupe	E 450 4M Coupe	AMG E 53 Coupe	E 450 Cabriolet
Transmission Control Module	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Turbocharger (with Exhaust Manifold, if applicable)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

Service and Warranty Information | Model Year 2019

Plug-in Hybrid Electric (DE, OR, PA and WA Only)

Part Description

Models

	GLC 350 e 4M	E 350 e	E 350 e 4M	S 560 e
Battery Pack Control Module	•	•	•	•
Charge Air Cooler	•	•	•	•
Electric Motor Control Module	•	•	•	•
Electric Throttle Valve	•	•	•	•
Electronic Stability Control Module	•	•	•	•
Engine Control Module*	•	•	•	•
Fuel Injector	•	•	•	•
Fuel Pump	•	•	•	•
Fuel Rail (with Fuel Press. Regulator, Injector, Temp./High Press. Sensor, if applicable)	•	•	•	•
Fuel Tank (with Fuel Pressure Sensor, Vent Valve and/or Fill Neck, if applicable)	•	•	•	•

* These items are warranted for 8 years / 80,000 miles (whichever occurs first)

Plug-in Hybrid Electric (DE, OR, PA and WA Only)

Part Description	Models			
	GLC 350 e 4M	E 350 e	E 350 e 4M	S 560 e
Fuel Tank Leak Diagnostic Module				•
Fuel Tank Pressure Sensor	•	•	•	•
High Pressure Pump	•	•	•	•
Instrument Cluster (Malfunction Indicator Lamp)*	•	•	•	•
Intake Manifold / Boost Air Distribution Line	•	•	•	•
Knock Sensor				•
Thermostat, Cooling Water	•	•	•	
Three-Way-Catalyst (with Exhaust Manifold, if applicable)*	•	•	•	•
Transmission Control Module	•	•	•	•
Turbocharger (with Exhaust Manifold, if applicable)	•	•	•	•

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Emission Control System Warranty (15 years/150,000 miles)

Plug-in Hybrid Electric (CA, CT, MA, MD, ME, NJ, NY, RI and VT Only)

Your Warranty Rights and Obligations:

MBUSA is pleased to explain the emission control system warranty on your Mercedes-Benz Plug-in Hybrid Electric. In California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island and Vermont, new motor vehicles must be designed, built and equipped to meet these states' stringent anti-smog standards. MBUSA must warrant the emission control system on your Mercedes-Benz vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include such parts as the fuel injection system, ignition system, catalytic converter and engine computers. Also included may be hoses, belts, connectors and other emission related assemblies.

Where a warrantable condition exists, MBUSA will repair your Mercedes-Benz vehicle at no cost to you including diagnosis, parts and labor.

Identifying Plug-in Hybrid Electric Vehicles:

Plug-in Hybrid Electric vehicles meet the California Air Resources Board (CARB) Super Ultra-Low-Emission-Vehicle (SULEV) emission standard.

This standard is an important part of understanding your emission warranty rights described in this section. To identify the vehicle type refer to the text description on the Vehicle Emission Control Information (VECI) label located in the engine compartment. 'SULEV' or 'HEV' will be specified.

Please note the location of the VECI label may vary depending on model. Refer to your vehicle Operator's Manual for further information on identification labels and their locations.

Manufacturer's Warranty Coverage:

For 15 years or 150,000 miles, whichever occurs first:

1. If your Mercedes-Benz vehicle fails a Smog Check Inspection, all necessary repairs and adjustments will be made by MBUSA to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.
2. If any emission related part on your Mercedes-Benz vehicle is defective, the part will be repaired or replaced by MBUSA. This is your emission control system DEFECTS WARRANTY (► Page 83).

Owner's Warranty Responsibilities:

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your Maintenance Booklet. MBUSA recommends that you retain all receipts covering maintenance on your vehicle, but MBUSA cannot deny emission control system warranty solely for the lack of receipts or for your failure to ensure the performance of all required maintenance.

You are responsible for presenting your Mercedes-Benz vehicle to an authorized Mercedes-Benz Dealership as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that MBUSA may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact:

Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes-Benz Drive
Sandy Springs, GA 30328
1-800-FOR-MERCEdes, or

State of California
Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, CA 91731-2990

State of Connecticut
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

State of Maine
Department of Environmental Protection
17 State House Station
Augusta, ME 04333

State of Maryland
Department of the Environment Air & Radiation
Management Administration
Mobile Sources Control Program
1800 Washington Blvd.
Baltimore, MD 21230

Commonwealth of Massachusetts
Department of Environmental Protection
Division of Air Quality Control
One Winter Street
Boston, MA 02108

State of New Jersey
New Jersey Department of Environmental
Protection, 401 East State Street
Trenton, NJ 08625

State of New York
Department of Environmental Conservation
625 Broadway
Albany, NY 12233

State of Rhode Island
Department of Environmental Management,
235 Promenade Street
Providence, RI 02908

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation,
Air Pollution Control Division
Building 3 South, 103 Main Street, Waterbury,
VT 05671-0402

General

MBUSA warrants to the original and each subsequent owner of a 2019 Mercedes-Benz Plug-in Hybrid Electric which is first sold by an authorized Mercedes-Benz Dealership in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island or Vermont that:

(1) such vehicle is free from defects in material and workmanship which would cause it to fail to conform with requirements of the California Air Resources Board (CARB) or to fail to pass a smog check test for a period of use of 15 years or 150,000 miles, whichever occurs first; and

(2) if any part which affects any regulated emission from your vehicle is defective during 15 years or 150,000 miles, whichever occurs first, the part will be repaired or replaced; and

MBUSA further warrants that:

- a. if the vehicle is maintained and operated in accordance with the written instructions for required maintenance and use, and
- b. if a part is defective during 15 years or 150,000 miles, whichever occurs first, which causes the vehicle not to conform to the applicable CARB requirement or to fail a smog check test,

then any authorized Mercedes-Benz Dealership of the owner's choice will make any adjustments, repairs or replacements (including diagnosis) necessary to correct the defect or so that the vehicle will pass the smog check test at no charge for parts, labor or diagnosis.

These warranty provisions shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a retail demonstrator or MBUSA, MBRDNA or MBUSI company vehicle prior to sale at retail, on the date the vehicle is first placed in such service.

The emission control system of your new Mercedes-Benz vehicle was designed, built and tested using Genuine Mercedes-Benz parts and the vehicle is certified as being in conformity with Federal, California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island and Vermont emission control regulations and requirements. Accordingly, it is recommended that any replacement parts used for maintenance, repair or replacement of emission related components be Genuine Mercedes-Benz Parts, including Remanufactured Parts.

The owner may elect to have maintenance, replacement or repair of the emission control devices and systems performed by any automotive repair establishment or individual, and may elect to use other than Genuine Mercedes-Benz Parts, including Remanufactured Parts for such maintenance, replacement or repair without invalidating this warranty; the cost of such service or parts, however, will not be covered under the warranty except in the case of an emergency.

Use of replacement parts which are not of equivalent quality and design may impair the effectiveness of the emission control systems. If other than Genuine Mercedes-Benz Parts, including Remanufactured Parts are being used for maintenance, replacement or repair of components affecting emission control, the owner should obtain assurances that such parts are warranted by their manufacturer to be equivalent to Genuine Mercedes-Benz parts in performance and durability.

MBUSA, however, assumes no liability under this warranty with respect to parts other than Genuine Mercedes-Benz Parts, including Remanufactured Parts except for consequential damage to a non-Mercedes-Benz warranted part caused by a failure of a Mercedes-Benz part. However, the use of non-Mercedes-Benz replacement parts does not invalidate the warranty on other components unless non-Mercedes-Benz parts cause damage to warranted parts.

Repairs covered by this warranty will be performed by any authorized Mercedes-Benz Dealership at its place of business with no charge for parts or labor (including diagnosis), using Genuine Mercedes-Benz Parts, including Remanufactured Parts for any part covered by this warranty.

In the case of an emergency, when and where an authorized Mercedes-Benz Dealership is not available, repairs may be performed at any available service establishment or by the owner using any replacement part. The non-availability of a replacement part for warranty repair or a repair not completed within 30 days constitutes an emergency.

MBUSA will reimburse the owner for such repairs (including labor and diagnosis) that are covered under this warranty. Such reimbursement shall not exceed MBUSA suggested retail prices for warranted parts replaced and labor charges based on MBUSA recommended time allowances for warranty repairs at a geographically appropriate hourly labor rate. Replaced parts and paid invoices must be presented at an authorized Mercedes-Benz Dealership as a condition of reimbursement for emergency repairs not performed at an authorized Mercedes-Benz Dealership. Parts replaced under this warranty become the property of the warrantor.

The enclosed list sets forth some of the emission related components covered by the emission control system defects warranty. You are advised to perform all recommended maintenance or repairs on your new Mercedes-Benz vehicle. MBUSA will not deny an emissions system warranty claim solely because you have no record of maintenance; however, you are responsible for the performance of the required maintenance. MBUSA may deny a warranty claim if your failure to perform the required maintenance resulted in the failure of a warranted part. Receipts and service records covering the performance of regular maintenance should be retained in the event questions arise concerning maintenance. The receipts and service records should be transferred to each subsequent owner of this vehicle.

MBUSA strongly warns against the introduction of fuels with an anti-knock index less than 91 octane or ethanol blends greater than E10 in non flex-fuel capable gasoline engine equipped vehicles, and in diesel

engine equipped vehicles, strongly warns against the introduction of biodiesel blends greater than B5 and/or not meeting ASTM D6751 or EN590 quality standards. MBUSA may deny an emission related warranty claim if it can establish that the failure or the malfunction of an emission control system part results directly from the use of:

- Gasoline engines
non-premium low octane gasoline with an anti-knock index of below 91 or ethanol blends greater than E10 for non flex-fuel vehicles,
- or
- Diesel engines
diesel fuel other than S15 ULTRA-LOW SULFUR HIGHWAY DIESEL FUEL (15 ppm SULFUR MAXIMUM) and diesel fuel containing biodiesel in blends greater than B5.

This warranty does not cover:

1. The repair or replacement of any "warranted part" otherwise eligible for warranty coverage shall be excluded from such warranty coverage if the vehicle or engine manufacturer demonstrates that the vehicle or engine has been abused, neglected or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for the repair or replacement of the part.
2. Malfunctions in any part caused by any of the following: improper adjustments except for those done by an authorized Mercedes-Benz Dealership during warranty service work, modification, alteration, tampering, disconnection, or use of leaded gasoline (for catalyst equipped vehicles).
3. Damage resulting from accident, acts of nature or other events beyond the control of MBUSA.
4. The repair or replacement of warranted emission maintenance parts after, and including, their first replacement interval.
5. Incidental or consequential damages such as loss of time, inconvenience, or loss of use of the vehicle.
6. Any vehicle on which the odometer mileage has been altered so that the vehicle's actual mileage cannot be determined.

This warranty is applicable to new vehicles which are first sold by an authorized Mercedes-Benz Dealership in the States of California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island and Vermont. In all other states or countries, defective parts will be repaired or replaced in accordance with the terms and limitations of the warranty applicable to new Mercedes-Benz vehicles in effect at the time in such states or countries.

You do not need to suffer the loss of the right to use the vehicle, pay a fine, or incur repair expenses before bringing this claim.

Your warranty claim may be presented to any authorized Mercedes-Benz Dealership of your choice. The authorized Mercedes-Benz Dealership will honor or deny your claim within a reasonable time not to exceed 30 days, from the time at which your vehicle is initially presented for repair. Exceptions are when you, the owner, request a delay, or a delay is caused by events not attributable to MBUSA or your authorized Mercedes-Benz Dealership.

You will be notified in writing by your authorized Mercedes-Benz Dealership of the reasons for any denial of your claim.

Your authorized Mercedes-Benz Dealership is required by law to honor your claim if such notice of denial is not received by you within said time period.

WITH RESPECT TO EMISSION SYSTEMS, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE WARRANTOR. DAIMLER AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES-BENZ USA, LLC, MERCEDES-BENZ RESEARCH & DEVELOPMENT NORTH AMERICA, INC. OR THE AUTHORIZED MERCEDES-BENZ DEALERSHIP NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH EMISSION SYSTEMS.

Plug-in Hybrid Electric High Voltage Battery

The High Voltage Battery warranty coverage period for new Plug-in Hybrid Electric vehicles which are first sold by an authorized Mercedes-Benz Dealership in CA, CT, MA, MD, ME, NJ, NY, RI and VT is 10 years or 150,000 miles, whichever occurs first (▷ Page 83).

Defect Warranty Coverage (15 years/150,000 miles)

Plug-in Hybrid Electric (CA, CT, MA, MD, ME, NJ, NY, RI and VT Only)

I. Air Induction System

Air Cleaner Housing
Camshaft Adjuster
Charge Air Cooler
Electric Throttle Valve
Intake Manifold / Boost Air Distribution Line
Turbocharger (with Exhaust Manifold, if applicable)

II. Fuel Metering System

Fuel Injector
Fuel Pressure Sensor
Fuel Pump (with Fuel Pressure Sensor, if applicable)
Fuel Rail (with Fuel Press. Regulator, Injector, Temp./High Press. Sensor, if applicable)
Fuel System Control Module
Fuel System Control Module Software
High Pressure Pump

III. Ignition System

Ignition Coil
Spark Plug

IV. Fuel Evaporative Control

EVAP Canister (with EVAP Shut-Off Valve, if applicable)
EVAP Canister Purge Valve
EVAP Canister Ventilation Pressure Sensor
Fill Level Sensor II (Fuel Tank)
Fuel Fill Neck

Fuel Filler Cap	Crankshaft Position Sensor	Transmission Control Module
Fuel Tank (with Fuel Pressure Sensor, Vent Valve and/or Fill Neck, if applicable)	Electronic Stability Program Control Module	Transmission Control Module Software
Fuel Tank Leak Diagnostic Module	Electronic Stability Program Control Module Software	Vehicle Speed Sensor
Fuel Tank Pressure Sensor	Engine Control Module*	VII. On-Board Diagnostics
V. Exhaust	Engine Control Module Software*	Instrument Cluster (Malfunction Indicator Lamp)*
Three-Way-Catalyst (with Exhaust Manifold, if applicable)*	Engine Coolant Temperature Sensor	
	Fuel Temperature/High Pressure Sensor (Fuel Rail)	
VI. Engine Emissions Control Systems/ Sensors	Intake Air Temperature Sensor	
Camshaft Position Sensor	Knock Sensor	
Central Powertrain Controller	Manifold Air Pressure Sensor	
Central Powertrain Controller Software	Primary O ₂ Sensor	
	Secondary O ₂ Sensor	
	Thermostat, Cooling Water	

VIII. Hybrid System

Battery Pack Control Module

Battery Pack Control Module Software

Electric Motor Control Module

Electric Motor Control Module Software

High Voltage Battery **

For new vehicles which are first sold by an authorized Mercedes-Benz Dealership in states other than CA, CT, DE, MA, MD, ME, NJ, NY, OR, PA, RI, VT and WA:

* These items are warranted for 8 years/80,000 miles (whichever occurs first) and all other items are warranted for 2 years/24,000 miles (whichever occurs first).

For new vehicles which are first sold by an authorized Mercedes-Benz Dealership in DE, OR, PA and WA:

* These items are warranted for 8 years/80,000 miles (whichever occurs first) and all other items are warranted for 3 years/50,000 miles (whichever occurs first).

For new vehicles which are first sold by an authorized Mercedes-Benz Dealership in CA, CT, MA, MD, ME, NJ, NY, RI and VT:

** This item is warranted for 10 years/150,000 miles (whichever occurs first) and all other items are warranted for 15 years/150,000 miles (whichever occurs first)

Warranty Enforcement Laws (Lemon Laws)

Laws in many states and federal law permit owners and/or lessees to obtain a replacement vehicle or a refund of the purchase or lease price under certain circumstances. The provisions of these laws vary from state to state and vary from the federal law. To the extent allowed or not prohibited by applicable law, MBUSA requires that you first provide us with direct written notification of any alleged unrepaired defect or malfunction, or any other dissatisfaction you have experienced with your vehicle so that we have the opportunity to cure the problem or dissatisfaction ourselves. Giving MBUSA itself this direct notice and opportunity to cure enables us to supplement prior efforts by our authorized Mercedes-Benz Dealership so any ongoing problem can be resolved or the dissatisfaction addressed by us. In states that do not require it, we also require, without constituting any liability beyond the Mercedes-Benz new vehicle warranty, that you give us direct written notice of any service difficulty you have experienced. Written notifications, either required under an applicable Lemon Law or other written notifications should be sent to us, not one of our authorized Mercedes-Benz Dealership, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes-Benz Drive, Sandy Springs, GA 30328.

NEW JERSEY LEMON LAW DISCLOSURE

IMPORTANT: IF THIS VEHICLE HAS A DEFECT THAT SUBSTANTIALLY IMPAIRS ITS USE, VALUE OR SAFETY, OR THAT IS LIKELY TO CAUSE DEATH OR SERIOUS BODILY INJURY IF DRIVEN, AND WAS PURCHASED, LEASED OR REGISTERED IN NEW JERSEY, YOU MAY BE ENTITLED UNDER NEW JERSEY'S LEMON LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS.

Here is a summary of your rights:

1. To qualify for relief under the New Jersey Lemon Law, you must give the manufacturer or its dealer the opportunity to repair or correct the defect in the vehicle within the Lemon Law's term of protection, which is the first 24,000 miles of operation or two years after the vehicle's original date of delivery, whichever is earlier.
2. If the manufacturer or its dealer is unable to repair or correct a defect within a reasonable time, you may be entitled to return the vehicle and receive a full refund, minus a reasonable allowance for vehicle use.
3. It is presumed that the manufacturer or its dealer is unable to repair or correct the defect if substantially the same defect continues to exist after the manufacturer has received written notice of the defect by certified mail, return receipt

requested, and has had a final opportunity to correct the defect or condition within 10 calendar days after receipt of notice. This notice must be received by the manufacturer with the term of protection and may be given only after (i) the manufacturer or its dealer has had two or more attempts to correct the defect, (ii) the manufacturer or its dealer has had at least one attempt to correct the defect if the defect is one that is likely to cause death or serious bodily injury if the vehicle is driven; or (iii) the vehicle has been out of service for repair for a cumulative total of 20 or more calendar days, or in the case of a motorhome, 45 days or more.

4. If substantially the same defect continues to exist after the manufacturer has had the final opportunity to repair or correct the defect, you may file an application for relief under New Jersey's Lemon Law.

FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, INCLUDING THE MANUFACTURER'S ADDRESS TO GIVE NOTICE OF THE DEFECT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, AT POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, TEL. NO. (973) 504- 6226.

NEW JERSEY LEMON LAW DISCLOSURE

IMPORTANTE: SI ESTE VEHICULO TIENE UN DEFECTO QUE SUBSTANCIALMENTE AFECTA SU USO, VALOR O SEGURIDAD, O QUE PUEDE CAUSAR MUERTE O SERIO DAÑO CORPORAL SI SE MANEJA, Y FUE COMPRADO, ARRENDADO O REGISTRADO EN NUEVA JERSEY, USTED PUEDE TENER EL DERECHO BAJO LA LEY DE LIMÓN DEL ESTADO DE NUEVA JERSEY A UN REEMBOLSO DEL PRECIO DE COMPRA O A LOS PAGOS DE SU ARRENDAMIENTO.

Aquí le damos un sumario de sus derechos:

1. Para calificar por compensación bajo la Ley de Limon de Nueva Jersey, usted debe darle al fabricante o a su concesionario la oportunidad de reparar o corregir el defecto del vehículo dentro del término de protección bajo la Ley de Limón, que son las 24,000 millas primeras de operación o dos años después de la fecha original de la entrega del vehículo o lo que suceda primero.
2. Si el fabricante o su concesionario no puede arreglar o corregir el defecto dentro de un tiempo razonable, usted puede tener el derecho de devolver el vehículo y recibir un reembolso completo, menos un descuento por el uso del vehículo.
3. Si se supone que el fabricante o su concesionario no puede reparar o corregir el defecto y si substancialmente el

mismo defecto continúa existiendo después que el fabricante ha recibido un aviso del defecto, mandado por correo certificado con recibo de retorno, y ha tenido una oportunidad final para corregir el defecto o condición dentro de los 10 días naturales después de recibir el aviso. Este aviso tiene que ser recibido por el fabricante dentro del término de protección y solo se puede dar después que (i) el fabricante o su concesionario ha intentado dos o más veces de corregir el defecto; (ii) el fabricante o su concesionario ha intentado por lo menos una vez de corregir el defecto si el defecto es uno que puede causar la muerte o serio daño corporal si el vehículo se maneja; o (iii) el vehículo ha estado fuera de servicio por reparos por una acumulación total de 20 días naturales o más, o en el caso de una casa rodante motorizada (motorhome) de 45 días o más.

4. Si substancialmente el mismo defecto continua existiendo después que el fabricante ha tenido la ultima oportunidad de reparar o corregir el defecto, usted puede presentar una solicitud para compensación bajo la Ley de Limón de Nueva Jersey.

PARA INFORMACION COMPLETA ACERCA DE SUS DERECHOS Y RECURSOS BAJO ESTA LEY, INCLUYENDO LA DIRECCIÓN DEL FABRICANTE PARA NOTIFICARLE EL DEFECTO, PÓNGASE EN CONTACTO CON: NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, POST OFFICE BOX 45026, NEWARK, NEW JERSEY 07101, NÚMERO DE TELÉFONO (973) 504-6226.

IMPORTANT NOTICE for California Retail Buyers and Lessees

Under California law you may be entitled to a replacement of your vehicle or a refund of the purchase price or lease price, if MBUSA and/or its authorized repair or service facilities fail to fix one or more substantial defects or malfunctions in the vehicle that are covered by its express warranty after a reasonable number of repair attempts. During the period of 18 months from original delivery of the vehicle or the accumulation of 18 000 miles on the odometer of the vehicle, whichever occurs first, a reasonable number of repair attempts is presumed for a retail buyer or lessee if one or more of the following occurs: (1) the same substantial defect or malfunction results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, that defect or malfunction has been subject to repair two or more times, and you have directly notified MBUSA in writing of the need for its repair, (2) the same substantial defect or malfunction of a less serious nature than category (1) has been subject to repair four or more times and you have directly notified us in writing of the need for its repair, or (3) the vehicle is out of service by reason of repair of the same or different substantial defects or malfunctions for a cumulative total of more than 30 calendar days. Written direct notification should be sent to us, not an authorized Mercedes-Benz Dealership, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes-Benz Drive, Sandy Springs, GA 30328

1. Mercedes-Benz USA, LLC ("Mercedes-Benz") participates in BBB AUTO LINE, a mediation/arbitration program administered by the Council of Better Business Bureaus [3300 Wilson Boulevard, Suite 600 Arlington, Virginia 22201] through local Better Business Bureaus. BBB AUTO LINE and Mercedes have been certified by the Arbitration Certification Program of the California Department of Consumer Affairs.
2. If you have a problem arising under your Mercedes-Benz written warranty, we encourage you to bring it to our attention. If we are unable to resolve it, you may file a claim with BBB AUTO LINE. Claims must be filed with BBB AUTO LINE within six (6) months after the expiration of the warranty.
3. To file a claim with BBB AUTO LINE, call 1-800-955-5100. There is no charge for the call.
4. In order to file a claim with BBB AUTO LINE, you will have to provide your name and address, the brand name and vehicle identification number (VIN) of your vehicle, and a statement of the nature of your problem or complaint. You will also be asked to provide: the approximate date of your acquisition of the vehicle, the vehicle's current mileage, the approximate date and mileage at the time any problem(s) were first brought to the attention of Mercedes-Benz or one of our authorized dealers, and a statement of the relief you are seeking.

5. BBB AUTO LINE staff may try to help resolve your dispute through mediation. If mediation is not successful, or if you do not wish to participate in mediation, claims within the program's jurisdiction may be presented to an arbitrator at an informal hearing. The arbitrator's decision should ordinarily be issued within 40 days from the time your complaint is filed.
6. You are required to use BBB AUTO LINE before asserting in court any rights or remedies conferred by California Civil Code Section 1793.22. You are also required to use BBB AUTO LINE before exercising rights or seeking remedies created by Title I of the Magnuson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq. If you choose to seek redress by pursuing rights and remedies not created by California Civil Code Section 1793.22 or Title I of the Magnuson-Moss Warranty Act, resort to BBB AUTO LINE is not required by those statutes. You are not required to use BBB AUTO LINE before pursuing rights and remedies under any other state or federal law.
7. California Civil Code Section 1793.2(d) requires that, if Mercedes-Benz or its representative is unable to repair a new motor vehicle to conform to the vehicle's applicable express warranty after a reasonable number of attempts, Mercedes-Benz may be required to replace or repurchase the vehicle. California Civil Code Section 1793.22(b) creates a presumption that Mercedes-Benz has had a reasonable number of attempts to conform the vehicle to its applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the vehicle's odometer, whichever occurs first, one or more of the following occurs:

- The same nonconformity [a failure to conform to the written warranty that substantially impairs the use, value or safety of the vehicle] results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven **AND** the nonconformity has been subject to repair two or more times by Mercedes Benz or its agents **AND** the buyer or lessee has directly notified Mercedes-Benz of the need for the repair of the nonconformity; OR
- The same nonconformity has been subject to repair 4 or more times by Mercedes-Benz or its agents **AND** the buyer has notified Mercedes-Benz of the need for the repair of the nonconformity; OR
- The vehicle is out of service by reason of repair of nonconformities by Mercedes-Benz or its agents for a cumulative total of more than 30 calendar days after delivery of the vehicle to the buyer.

NOTICE TO Mercedes-Benz AS REQUIRED ABOVE SHALL BE SENT TO THE FOLLOWING ADDRESS:

**Mercedes-Benz USA, LLC
Customer Assistance Center
One Mercedes Drive
Sandy Springs, GA 30328**

8. The following remedies may be sought in BBB AUTO LINE: repairs, reimbursement for money paid to repair a vehicle or other expenses incurred as result of a vehicle nonconformity, repurchase or replacement of your vehicle, and compensation for damages and remedies available under Mercedes-Benz's written warranty or applicable law.
9. The following remedies may not be sought in BBB AUTO LINE: punitive or multiple damages, attorneys' fees, or consequential damages other than as provided in California Civil Code Section 1794(a) and (b).
10. You may reject the decision issued by a BBB AUTO LINE arbitrator. If you reject the decision, you will be free to pursue further legal action. The arbitrator's decision and any findings will be admissible in a court action.
11. If you accept the arbitrator's decision, Mercedes-Benz will be bound by the decision, and will comply with the decision within a reasonable time not to exceed 30 days after we receive notice of your acceptance of the decision.
12. Please call BBB AUTO LINE at 1-800-955-5100 or visit <http://www.bbb.org/autoline/> for further details about the program.

What To Do...

If You Have Questions Regarding Warranty or Service

The satisfaction and goodwill of Mercedes-Benz owners is of primary concern to authorized Mercedes-Benz Dealerships and MBUSA. In the event a warranty or service matter is not handled to your satisfaction, the following steps are suggested:

FIRST - Discuss the problem with your authorized Mercedes-Benz Dealership management. Talk to the Service Manager, then if you still have questions, discuss them with the authorized Mercedes-Benz Dealership's owner.

THEN - Request Clarification - If unanswered questions remain, contact Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes-Benz Drive, Sandy Springs, GA 30328. 1-800-FOR-MERCEdes.

When you contact MBUSA please be sure to include the MODEL, and VEHICLE IDENTIFICATION NUMBER (VIN) of your vehicle. This is important to assure fast, efficient handling of your inquiry.

If You Have Lost the Service and Warranty Information Booklet - Should you lose your Service and Warranty Information booklet, have your local authorized Mercedes-Benz Dealership arrange for a replacement.

If You Have Changed Your Address - Should your address change, please do not fail to notify us by using the "Notice of Address Change" coupon also contained in the centerfold of this booklet, or you may call 1-800-FOR-MERCEdes to provide the information.

To Purchasers of Pre-Owned Vehicles

If you have purchased a pre-owned Mercedes-Benz vehicle before the expiration of its original warranty, you may be entitled to any unexpired portion of the warranty provided you establish your ownership and the purchase date of the vehicle. Please mail the coupon contained in the centerfold of this booklet to the address shown, or you may call 1-800-FOR-MERCEdes to provide the information.

Such notification is likewise necessary for your own safety after expiration of the original warranty.

The "National Traffic & Motor Vehicle Safety Act of 1966" requires MBUSA to be in a position to contact Mercedes-Benz owners when a correction of a product defect becomes necessary.

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Internet

For further information you can find us on the
Mercedes-Benz website
www.mbusa.com

Service and Literature

Reprinting, translation and copying, even of
excerpts, are not permitted without our prior
authorization in writing.

Printed in U. S. A.

Press time May 2018

Models

CLA 250 , CLA 250 4M (or FFV), AMG CLA 45,
A 220, A 220 4M, C 300, C 300 4M, C 350e,
AMG C 43, AMG C 63 (or S), C 300 Coupe,
C 300 4M Coupe, AMG C 43 Coupe,
AMG C 63 Coupe (or S), C 300 Cabriolet,
C 300 4M Cabriolet, AMG C 43 Cabriolet,
AMG C 63 Cabriolet (or S), E 300, E 300 4M, E 350e,
E 350e 4M, E 350, E 350 4M, E 450 4M, AMG E 53,
AMG E 63 S; E 450 4M Wagon, AMG E 63 S Wagon,
E 450 Coupe, E 450 4M Coupe, AMG E53 Coupe,
E 450 Cabriolet, E 450 4M Cabriolet,
AMG E 53 Cabriolet, CLS 450, CLS 450 4M,
AMG CLS 53, S 560e, S 450, S 450 4M, S 560,
S 560 4M, AMG S 63, AMG S 65, Mercedes-
Maybach S 560 4M, Mercedes-Maybach S 650,

S 560 4M Coupe, AMG S 63 Coupe,
AMG S 65 Coupe, S 560 Cabriolet,
AMG S 63 Cabriolet, AMG S 65 Cabriolet, SL 450,
SL 550, AMG SL 63, AMG SL 65, SLC 300,
AMG SLC 43, AMG GT Coupe, AMG GT S Coupe,
AMG GT R Coupe, AMG GT C Coupe,
AMG GT Roadster, AMG GT S Roadster,
AMG GT C Roadster, AMG GT 53, AMG GT 63,
AMG GT 63 S, GLA 250, GLA 250 4M (or FFV),
AMG GLA 45, GLC 300 4M Coupe,
AMG GLC 43 Coupe, AMG GLC 63 4M Coupe,
AMG GLC 63 S 4M Coupe, GLC 350e 4M, GLC 300,
GLC 300 4M, AMG GLC 43, AMG GLC 63 4M,
GLE 350, GLE 350 4M (or FFV), AMG GLE 43,
AMG GLE 63 (or S), AMG GLE 43 Coupe,
AMG GLE 63 S Coupe, GLS 450 4M, GLS 550 4M,
AMG GLS 63, G 550, AMG G 63

Edition B 2019
Order no. P000 0238 13 Part no. A 117 584 00 02
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COPY

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Roger Kimos (SBN 283163) Maite C. Colon (SBN 322284) Knight Law Group, LLP 10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067 TELEPHONE NO. (310) 552-2250 FAX NO. (310) 552-7973		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT APR 14 2022 By <u><i>Michael Welch II</i></u> MICHAEL WELCH II, DEPUTY	
ATTORNEY FOR: Name, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS 247 W. Third St. MAILING ADDRESS 247 W. Third St. CITY AND ZIP CODE San Bernardino, CA 92415 BRANCH NAME San Bernardino District Civil Division			
CASE NAME: YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ v. MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER CIV SB 2207750 JUDGE DEPT.

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/DP/WD (23) Non-PI/DP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/DP/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (08) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

BY FAX

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary: declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4/14/2022

Maite C. Colon

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

COPY

KNIGHT LAW GROUP, LLP

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10250 Constellation Blvd., Suite 2500
Los Angeles, CA 90067
Telephone: (310) 552-2250
Fax: (310) 552-7973

Attorneys for Plaintiffs,
YESENIA OLGUIN FLORES
and VICTOR MANUEL LOPEZ

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

**YESENIA OLGUIN FLORES
and VICTOR MANUEL LOPEZ**

Plaintiffs,

vs.

**MERCEDES-BENZ USA, LLC, a Delaware
Limited Liability Company, and DOES 1
through 10, inclusive,**

Defendant.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 14 2022

BY MICHAEL WELCH II
MICHAEL WELCH II, DEPUTY

Case No.: **CIV SB 22 07750**

Unlimited Jurisdiction

DEMAND FOR JURY TRIAL

*Assigned for All Purposes to the
Honorable*

Department

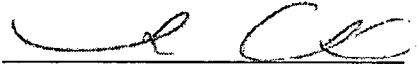
BY FAX

DEMAND FOR JURY TRIAL

Plaintiffs, YESENIA OLGUIN FLORES and VICTOR MANUEL LOPEZ, hereby demand trial
by jury in this action.

Dated: April 14, 2022

KNIGHT LAW GROUP, LLP



Roger Kimos (SBN 283163)
Maite C. Colon (SBN 322284)
Attorneys for Plaintiffs,
YESENIA OLGUIN FLORES
and VICTOR MANUEL LOPEZ

COPY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

YESENIA OLGUIN FLORES, et al.

CIV SB 2207750
Case No. _____

vs.

CERTIFICATE OF ASSIGNMENT

MERCEDES-BENZ USA, LLC, et al.

A civil action or proceeding presented for filing must be accompanied by this certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the San Bernardino District of the Superior Court under Rule 404 of this court for the checked reason:

☒ General ☐ Collection

Nature of Action	Ground
<input type="checkbox"/> 1 Adoption	Petitioner resides within the district.
<input type="checkbox"/> 2 Conservator	Petitioner or conservatee resides within the district.
<input checked="" type="checkbox"/> 3 Contract	Performance in the district is expressly provided for.
<input type="checkbox"/> 4 Equity	The cause of action arose within the district.
<input type="checkbox"/> 5 Eminent Domain	The property is located within the district.
<input type="checkbox"/> 6 Family Law	Plaintiff, defendant, petitioner or respondent resides within the district.
<input type="checkbox"/> 7 Guardianship	Petitioner or ward resides within the district or has property within the district.
<input type="checkbox"/> 8 Harassment	Plaintiff, defendant, petitioner or respondent resides within the district.
<input type="checkbox"/> 9 Mandate	The defendant functions wholly within the district.
<input type="checkbox"/> 10 Name Change	The petitioner resides within the district.
<input type="checkbox"/> 11 Personal Injury	The injury occurred within the district.
<input type="checkbox"/> 12 Personal Property	The property is located within the district.
<input type="checkbox"/> 13 Probate	Decedent resided or resides within the district or had property within the district.
<input type="checkbox"/> 14 Prohibition	The defendant functions wholly within the district.
<input type="checkbox"/> 15 Review	The defendant functions wholly within the district.
<input type="checkbox"/> 16 Title to Real Property	The property is located within the district.
<input type="checkbox"/> 17 Transferred Action	The lower court is located within the district.
<input type="checkbox"/> 18 Unlawful Detainer	The property is located within the district.
<input type="checkbox"/> 19 Domestic Violence	The petitioner, defendant, plaintiff or respondent resides within the district.
<input type="checkbox"/> 20 Other _____	
<input type="checkbox"/> 21 THIS FILING WOULD NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT.	

BY FAX

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designated district is:

<u>Mercedes-Benz of Ontario</u>	<u>3787 E Guasti Road</u>	
(NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR)	ADDRESS	
<u>Ontario</u>	<u>CA</u>	<u>91761</u>
(CITY)	(STATE)	(ZIP CODE)

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed on

4/14/2022 at Los Angeles, California

Signature of Attorney/Party



**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

San Bernardino District
247 West 3rd St
San Bernardino CA 92415
www.sb-court.org
909-708-8678

Floresetal -v - Mercedes-Benz USA, LLCetal

NOTICE OF TRIAL SETTING CONFERENCE and NOTICE OF CASE ASSIGNMENT

Case Number

CIVSB2207750

Knight Law Group LLP
10250 Constellation Blvd
Suite 2500
Los Angeles CA 90067

This case has been assigned to: Janet M Frangie in Department S29 - SBJC for all purposes.

Notice is hereby given that the above-entitled case has been set for Trial Setting Conference on:

Hearing Date: 11/04/2022 at 8:30 AM in Department S29 - SBJC

The Trial Setting Conference will be held in chambers without the appearance of the parties – except for good cause shown. (Local Rule 411.1).

Parties shall file and serve no later than 10 days prior to the trial setting conference the mandatory Initial Trial Setting Conference Statement form (local form #13-09001-360) included with this notice. Prior to the date of the initial trial setting conference, the court may entertain a written stipulation by all appearing parties to continue the initial trial setting conference if filed at least 30 days prior to the conference. In the event an At Issue Memorandum shall be filed and served no later than 15 days prior to the trial setting conference.

Date: 5/4/2022

Nancy CS Eberhardt, Court Executive Officer

By:


Michael Welch II, Deputy Clerk

CERTIFICATE OF SERVICE


I am a Deputy Clerk of the Superior Court for the County of San Bernardino at the above-listed address. I am not a party to this action and on the date and place shown below, I served a copy of the above-listed notice by:

- ☐ Enclosed in a sealed envelope mailed to the interested party addressed above for collection and mailing this date, following standard Court practices.
- ☐ Enclosed in a sealed envelope, first class postage prepaid in the U.S. mail at the location shown above, mailed to the interested party and addressed as shown above or as shown on the attached listing.
- ☐ A copy of this notice was given to the filing party at the counter.
- ☒ A copy of this notice was placed in the bin located at this office and identified as the location for the above law firm's collection of file-stamped documents.

Date of Mailing: 5/4/2022

I declare under penalty of perjury that the forgoing is true and correct. Executed on 5/4/2022 at San Bernardino, CA.

By:


Michael Welch II, Deputy Clerk

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (Name): FAX NO. (Optional):	TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INITIAL TRIAL SETTING CONFERENCE STATEMENT			

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

1. **Party or parties** (answer one):
 - a. ☐ This statement is submitted by party (*name*):
 - b. ☐ This statement is submitted jointly by parties (*names*):
2. **Service of Complaint** on all parties has ☐ has not ☐ been completed.
3. **Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
4. **Description of case in Complaint:**
5. **Description of case in Cross-Complaint:**
6. Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
8. **Related cases, consolidation, and coordination:** Please attach a Notice of Related Case.

☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____
 Time estimate: _____
9. **Other issues:**

☐ The following additional matters are requested to be considered by the Court:
10. **Meet and Confer:**

☐ The parties represent that they have met and conferred on all subjects required by California Rules of Court, Rule 3.724.

☐ The parties have entered into the following stipulation(s):
11. Total number of pages attached (*if any*): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the Initial Trial Setting Conference, including the written authority of the party where required.

Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS: ATTORNEY FOR (Name): FAX NO. (Optional):		TRIAL SETTING CONFERENCE DATE: _____ UNLIMITED CASE: _____ LIMITED CASE: _____	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INITIAL TRIAL SETTING CONFERENCE STATEMENT			CASE NUMBER:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided. This document must be filed and served at least 15 days prior to the trial setting conference date.

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2. **Service of Complaint** on all parties has ☐ has not ☐ been completed.
3. **Service of Cross-Complaint** on all parties has ☐ has not ☐ been completed.
4. **Description of case** in Complaint:
5. **Description of case** in Cross-Complaint:
6. Has all discovery been completed: Yes ☐ No ☐ Date discovery anticipated to be completed: _____
7. Do you agree to mediation? Yes ☐ No ☐ Please check type agreed to: Private: _____ Court-sponsored: _____
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☐ A motion to ☐ consolidate ☐ Trial dates requested: Yes ☐ No ☐ Available dates: _____
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Date: _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)